## SERIAL 05142 S UNDERGROUND FACILITIES LOCATOR SERVICES (NIGP 91356)

DATE OF LAST REVISION: December 21, 2005 CONTRACT END DATE: December 31, 2008

## **CONTRACT PERIOD THROUGH DECEMBER 31, 2008**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for UNDERGROUND FACILITIES LOCATOR SERVICES (NIGP 91356)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 21, 2005.** 

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

DL/mm Attach

Copy to: Clerk of the Board

Steve Blair, MCDOT

Mirheta Muslic, Materials Management

#### INVITATION FOR BIDS FOR:

#### UNDERGROUND FACILITIES LOCATOR SERVICES

## 1.0 **INTENT:**

Maricopa County (County) intends to contract for underground facilities locator services of all Maricopa County Department of Transportation (MCDOT) underground assets. This Contract will include the location and identification for all signal, signal interconnect, and Intelligent Transportation System underground facilities.

The intent of this Contract is for a contractor to provide services that involve reviewing all Arizona Blue Stake calls for MCDOT facilities; determination of which locations require field visits; marking of as-built plans; physical location and identification of alignment and station locations; support analysis; provide support for other field investigations; and weekly to semi-weekly reporting to MCDOT of locations marked. County reserves the right to make subsequent awards to meet the needs of the County.

## 2.0 **SCOPE OF WORK:**

#### 2.1 CONTRACTOR PERSONNEL:

- 2.1.1 The Contractor shall be on an "on call" status for the purpose of undertaking and completing work assignments.
- 2.1.2 Underground facilities locating personnel must be proficient in facility locating and marking techniques that are compliant with Arizona Blue Stake requirements. On-the-job training will not be considered adequate training for technicians assigned to this Contract.
- 2.1.3 An adequate number of office personnel and communications equipment to receive, record and dispatch shall be available during normal business hours to handle requests in accordance with Arizona Blue Stake requirements. If mutually agreeable between MCDOT and the Contractor, one centralized office staff may be designated to handle more than one Area, as defined in this Contract.

## 2.2 WORK SPECIFICATIONS:

- 2.2.1 Any work assignment that requires the locating and marking of underground facilities must be completed as described in the appropriate County practice. The complete volumes of all numbered practices will not be issued to the Contractor though they are available for review upon request made to MCDOT.
- 2.2.2 In addition to the work specifications described in the appropriate County practice, all work assignments must be performed in accordance with the provisions of this Contract, State Excavation Requirements Law (Location of Underground Facilities) and any other applicable requirements which may be imposed by local, state and/or federal laws and regulations.

#### 2.3 WORK ASSIGNMENTS:

2.3.1 Work assignments will generally consist of routine underground facilities locating assignments with completion intervals of less than two (2) business days (or as required by the State Statute, Article 6.3 - Underground Facilities) after Contractor's receipt of a Request to Locate from Arizona Blue Stake. Arizona Blue Stake will schedule the Request to Locate to ensure the locating services are completed within the two (2) business days time frame. All routine Request to Locates received during the normal working hours of Arizona Blue Stake will be paid at the standard locating request unit price regardless of the day, or time of day the work is performed. On occasion, emergency locating assignments will be required and must be completed in an expeditious manner.

- 2.3.2 The following further defines these types of assignments in descending order of their priority:
  - 2.3.2.1 Emergency Cable Locate. A locate will be considered an Emergency Locate as defined by State Statue. The Contractor must respond immediately to an Emergency Locate Request. The Contractor shall have qualified locators available subject to call-out 24 hours a day, seven days a week. A single contact phone number shall be established to handle after hours requests for Emergency Locates. The Contractor may not refuse to respond to an Emergency Locate Request.
  - 2.3.1.2 <u>Routine Cable Locate</u>. A locate will be considered a Routine Cable Locate when an Excavator has requested the locate service at least two (2) business days prior to commencement of excavation. The Contractor must perform the locating service as scheduled by Arizona Blue Stake.
  - 2.3.2.3 <u>Design Cable Locate</u>. A locate done to provide a designer with the locations of utilities underground for design purposes. These designs are typically not a high priority and can be worked into the schedule. There is no requirement for 48-hour response for a Design Locate.
- 2.3.3 The following are definitions of other types of assignments used in this Contract:
  - 2.3.3.1 Field\_Visit. Required site visit not requiring b blue stake (e.g. investigation service related to damage to MCDOT facilities).
  - 2.3.3.2 <u>Marking of As-Builts</u>: Marking of corrections on As-Built Plans to correct MCDOT's official records.
  - 2.3.3.3 <u>Physical Location and Identification of Alignment and Station Locations</u>. Fieldwork to identify actual locations of facilities that may not be recorded or identified on As-Built Plans.
  - 2.3.3.4 <u>Support Analysis</u>. Technical support for reporting and testimonial work. Analysis of damaged locations and evaluations of how to improve locates.
  - 2.3.3.5 <u>Support, Other Field</u>. Field support that may re required by MCDOT.
  - 2.3.3.6 <u>Site Surveillance, Investigative / Testimonial Analysis</u>. Any required work to support MCDOT in investigations and contested incidents related to blue stake markings.
  - 2.3.3.7 <u>Mark and Standby</u>. Field work requiring the technician to mark a location and standby to monitor, remark or other duties requiring the technician to remain on site
- 2.3.4 In addition to the types of locate assignments described above, the Contractor may be required to provide such additional services as Field Visits, Marking of As-built Plans, Physical Location and Identification of Alignment and Station Locations, Support Analysis, Support other Field Investigations, Site Surveillance, Investigative/Testimonial Support and Mark and Standby. Any additional services must be specifically approved by MCDOT prior to the commencement of work.
- 2.3.5 The cost of a work assignment shall be calculated based on the unit price. In the event a work assignment is required which is not included in Attachment "A", Prices, the Contractor and County must negotiate the number of hours required to establish the cost of the assignment prior to the start of work.

#### 2.4 PERFORMANCE OF WORK:

The Contractor will be responsible for accepting "Request to Locates" from Arizona Blue Stake and in some instances, directly from MCDOT. In the performance of locating MCDOT's underground utilities and facilities prior to excavation, the Contractor shall:

- Assume full responsibility for the electronic locating of all underground and adjacent facilities owned by the County. Contractor shall utilize the data provided by the County such as maps or field notes, as an aid in locating the underground facilities. The Contractor shall employ a County-approved electronic locating device to locate all underground facilities of the County.
- 2.4.2 Provide and maintain telecommunications equipment, including circuits, and software compatible with the communications system used by Arizona Blue Stake and County during the term of this Contract.
- 2.4.3 Maintain a record of all Requests to Locate.
- 2.4.4 Guarantee the accuracy of the location of the County's plant as marked within twenty-four inches (24") of the Contractor's marking device or painted line. County does not guarantee any specific depth of the County's facilities.
- 2.4.5 Mark the location of County underground facilities as follows:
  - 2.4.5.1 In earth, the Contractor shall utilize standard industry-wide color-coding for the various types of underground utilities and facilities.
  - 2.4.5.2 The markings will be spaced to clearly show the route and any turns, bends, or deviations from the normal run of the wire or pipe.
  - 2.4.5.3 Where ground conditions, weather, or construction may cause the loss of the marks, stakes will be painted using standard industry-wide color-coding for the various type of underground utilities and facilities.
  - 2.4.5.4 On locations where vegetation will obscure paint marked, stakes or lath will be used and marked as above.
  - 2.4.5.5 At the discretion of the Contractor, flags or feathers (made for the purpose of marking utilities) may be used in place of stakes.
  - 2.4.5.6 Every attempt will be made to avoid painting locating marks on private sidewalks or driveways.
  - 2.4.5.7 The marking paint shall be a type made specifically for "marking".
- 2.4.6 Meet all Locate Requests within the time allotment specified by the State Statute concerning notification of intent to excavate (Section 40-360-21 through 40-360-32, A.R.S.). The Contractor shall weekly provide the County with daily facility location report in an approved format.
- 2.4.7 Notify MCDOT immediately by phone, fax, email, or radio dispatch of any defects or errors found in the data, records, or maps provided by County as an aid in performing the work.
- 2.4.8 Notify MCDOT immediately of all damages to the underground utilities and facilities. Said notification is required in order to initiate repairs to damaged facilities and to provide MCDOT notice so that a determination regarding the accuracy of the location and the responsibility for the damage can be ascertained.

- 2.4.9 MCDOT will be responsible for the initial response to all facility damages. If, in the best estimation of MCDOT, the Contractor is responsible for the damage due to the inaccuracy of the locate, improper marking or failure of the Contractor to make the locate as scheduled, MCDOT will immediately notify the Contractor. Contractor shall respond within thirty (30) minutes of MCDOT's notice or MCDOT's determination will stand. The Contractor shall assume for all costs incurred by County for the repair of facilities. Said costs shall be deducted from other monies due to the Contractor or shall be billed separately to the Contractor.
- 2.4.10 Provide weekly or semi-weekly reports, indicating locations marked, to MCDOT.

#### 2.5 SERVICE DELIVERY ZONES DEFINED:

Service fees will be established based on the following Zones:

2.5.1 ZONE 1: North of Lower Buckeye Road, East of Perryville Road, South of

Jomax Road, west of West Loop 101 alignment.

2.5.2 ZONE 2: North of Jomax Road, East of I-17, West of SR 87.

2.5.3 ZONE 3: East of I-10, south of Thomas Road.

2.5.4 ZONE 4: Other locations.

#### 2.6 CONTRACTOR QUALIFICATIONS:

2.6.1 Contractor must have at least five (5) current years of direct experience in the services required by this Contract.

#### 2.7 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

## 3.0 SPECIAL TERMS & CONDITIONS:

#### 3.1 CONTRACT LENGTH:

This Invitation for Bids is to award a firm, fixed price requirements-type contract to cover a three (3) year period.

## 3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3) one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

#### 3.3 PRICE ADJUSTMENTS:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation. The Procurement Officer will analyze the request using the <u>Consumer Price Index for All Urban Users</u> to determine the percentage of change between the month this Contract was awarded and the month in which the price adjustment is requested, or through a market survey. If the County and the Contractor agree to a price

adjustment, it shall be affected through a written contract amendment by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

#### 3.4 INDEMNIFICATION AND INSURANCE:

#### 3.4.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

## 3.4.2 Abrogation of Arizona Revised Statutes, Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from Contractor's work or services. Contractor's duty to defend, indemnify and hold harmless, County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of Contractor, anyone Contractor directly or indirectly employs or anyone for whose acts Contractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including County.

The scope of this indemnification does not extend to the sole negligence of County.

## 3.4.3 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.4.3.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

- 3.4.3.2 <u>Automobile Liability</u>. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- 3.4.3.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

#### 3.4.4 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

#### 3.4.5 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

#### 3.4.6 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

#### 3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

#### 3.6 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

#### 3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

Dave LaFond, Procurement Consultant

Telephone: 602.506.3248

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

## 3.8 **MANDATORY PRE-BID CONFERENCE:**

There will be a <u>MANDATORY</u> Pre-Bid Conference on <u>OCTOBER 13, 2005</u> at 9:00 A.M. Arizona Time, at the Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003

#### 3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

#### 3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled), two (2) copies and two (2) electronic copies of pricing on CD. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003.

The owner, corporate official or partner who has been authorized to make such commitments must sign proposals. All prices shall be held firm for a period of one hundred twenty (120) days after the solicitation opening date.

## ELM LOCATING & SERVICES, 4500 MAJESTIC, PO BOX 16780, MISSOULA, MT 59808

SERIAL NUMBI		05142-S			TOD GEDING	NEG.		
SERIAL TITLE:		UNDERGROUN			TOR SERVIC	CES		
COMMODITY CO	JDE(S):	S017910 B070016			a ELM Locatin	a &r		
VENDOR NAME:			Utility	Locators, do	a ELM Locatiii	Services		
VENDOR NUMBE	ER:							
VENDOR ADDRESS:			4500 Mai	estic. Missou	ıla, MT 59808			
VENDOR PHONE NUMBER:			406-327-2					
VENDOR FAX NUMBER:			406-327-2942					
VENDOR WEB SITE:			www.elmlocating.com					
VENDOR REPRESENTATIVE:			Matt Quinn					
VENDOR REPRES	matt.quinn@elmlocating.com							
WILLING TO ACC MAIL:	EPT FUTUR	E SOLICITATIONS \	VIA E-	[x]YES	[ ]NO			
ACCEPT PROCUR	EMENT CAF	RD FOR PAYMENT:		[ ]YES	[ x ] NO			
,	· · · · · · · · · · · · · · · · · · ·	SING PROCUREMENT hours using Procurem		[ ] YES	[ x ] NO	<u>%</u>		
OTHER GOVERNI CONTRACT:	MENT ENTIT	TIES MAY USE THIS		[ ] YES	[ x]NO			
INTERNET ORDERING CAPABILITY:				[x]YES	[ ] NO			
INDICATE THE PI	ERCENTAGE	OF SBE/MBE/WBE	PARTICIPA	TION, IF A	NY:	0%		
CONSIDERED IN	DETERMINI	R IS REQUIRED TO ( NG LOW BID. FAIL S'. VENDOR MUST (	URE TO CH	OOSE PAY	MENT TERMS			
NET 10 DAYS	[ ]	NET 90 DAYS			[ ]			
NET 15 DAYS	[ ]	2% 10 DAYS NET	Γ 30		[ ]			
NET 20 DAYS	[ ]	1% 10 DAYS NET	Γ 30		[ ]			
NET 30 DAYS	[ ]	2% 30 DAYS NET	Γ31		[ ]			
NET 45 DAYS	[ x ]	5% 30 DAYS NET	Γ31		[ ]			
NET 60 DAYS	[ ]	OTHER			[ ]			

IN ACCORDANCE WITH SECTION 3.11, ALL PRICING SHALL BE SUBMITTED ON TWO (2) 'CDs' FORMATTED IN EXCEL '97. BIDS/OFFERS <u>WILL NOT BE ACCEPTED</u> WITHOUT THE ACCOMPANYING 'CDs'. BIDS NOT CONTAINING THE REQUIRED 'CDs' WILL BE CONSIDERED AS NON-RESPONSIVE AND WILL THEREFORE, <u>NOT BE CONSIDERED</u> FOR EVALUATION OR CONTRACT AWARD.

NOTE: Do not include sales/use tax in your pricing. The percentage of sales/use tax applicable to this Contract

will be listed on each purchase order and will be allowed at time of payment.

# ELM LOCATING & SERVICES, 4500 MAJESTIC, PO BOX 16780, MISSOULA, MT 59808

## 1.0 PRICES

<u>ITEM</u>	<b>DESCRIPTION</b>	<u>UNIT</u>	ZONE 1	ZONE 2	ZONE 3	ZONE 4
1.1	Per Cable Locate - 1 Utility - Section 2.3.2.2	Each	\$9.40	\$9.40	\$9.40	\$9.40
1.2	Per Cable Locate - 2 Utilities - Section 2.3.2.2	Each	\$8.90	\$8.90	\$8.90	\$8.90
1.3	Per Cable Locate - 3 Utilities - Section 2.3.2.2	Each	\$8.35	\$8.35	\$8.35	\$8.35
1.4	Per Cable Locate - 4 Utilities - Section 2.3.2.2	Each	\$7.90	\$7.90	\$7.90	\$7.90
1.5	Per Cable Locate - 5 Utilities - Section 2.3.2.2	Each	\$7.40	\$7.40	\$7.40	\$7.40
1.6	Per Cable Locate - 6 Utilities - Section 2.3.2.2	Each	\$7.10	\$7.10	\$7.10	\$7.10
1.7	Design Cable Locate (per Cable Locate) Section 2.3.2.3	Each	\$9.40	\$9.40	\$9.40	\$9.40
1.8	Design Cable Locate / Multiple Utilities Section 2.3.2.3	Each	\$8.65	\$8.65	\$8.65	\$8.65
1.9	Design Locate (per Linear Foot)- Sec.2.3.2.3	Lin Foot	\$0.50	\$0.50	\$0.50	\$0.50
1.10	Locate and Identify Alignment and Station Locations - Section 2.3.3.3	Each	\$9.40	\$9.40	\$9.40	\$9.40
1.11	Field Visit - Section 2.3.3.1	Each	\$6.60	\$6.60	\$6.60	\$6.60
1.12	Site Surveillance - Section 2.3.3.6	Per Hour	\$27.50	\$27.50	\$27.50	\$27.50
1.13	Site Surveillance - Outside Regular Hours Section 2.3.3.6	Per Hour	\$41.00	\$41.00	\$41.00	\$41.00
1.14	Investigative / Testimonial Support Section 2.3.3.6	Per Hour	\$27.50	\$27.50	\$27.50	\$27.50
1.15	Investigative / Testimonial Support - Outside Regular Hours - Section 2.3.3.6	Per Hour	\$41.00	\$41.00	\$41.00	\$41.00
1.16	Mark and Standby - Section 2.3.3.7	Per Hour	\$27.50	\$27.50	\$27.50	\$27.50

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1.17 Mark and Standby -

Outside Regular Hours - Section 2.3.3.7 Per Hour \$41.00 \$41.00 \$41.00

1.18 Mark 'As-Builts' - Section 2.3.3.2 Per Hour \$32.50

1.19 Support Analysis - Section 2.3.3.4 Per Hour \$32.50

PRICING SHEET: S017910 B0700169 (NIGP 91356)

Terms: NET 45

Vendor Number: W000006229 X

Telephone Number: 406/327-2900

Fax Number: 406/327-2942

Contact Person: Matt Quinn

E-mail Address: <u>matt.quinn@elmlocating.com</u>

Company Web Site: <u>www.elmlocating.com</u>

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2008.**